



## Waiver and Release of Liability

In consideration of the risk of injury while participating in the Athletics Programming, and as consideration for the right to participate in the Activity, I hereby, for myself, my children, and those in attendance with me, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of any and all of our participation in the Activity, and do hereby and release Sports Kidz AZ Inc., their affiliates, managers, members, agents, partnering schools, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I, my children, or those in attendance with me may suffer as a direct result of our participation in the aforementioned Activity, including traveling to and from an event related to this Activity. I, my children, and those in attendance with me are voluntarily participating in the aforementioned Activity and we are participating in the Activity entirely at our own risk. I, my children, and those in attendance with me are aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness (including Flu viruses and Coronaviruses), disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I, my children, and those in attendance with me understand that these injuries or outcomes may arise from my own or other's negligence, conditions related to travel, or the condition of the facility, space, location, and equipment of the Activity. Nonetheless, I, my children, and those in attendance with me assume all related risks both known or unknown to ourselves, of any and all of our participation in the Activity, including travel to and from the Activity. I, my children, and those in attendance with me agree to indemnify and hold harmless Sports Kidz AZ Inc. against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If Sports Kidz AZ Inc. incurs any of these types of expenses, I, for myself, my children, and those in attendance with me agree to reimburse Sports Kidz AZ Inc. I, my children, and those in attendance with me acknowledge that Sports Kidz AZ Inc. and their directors, officers, staff, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Sports Kidz AZ Inc. I, my children, and those in attendance with me acknowledge that this Activity may involve the test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include but are not limited to, those caused by terrain, facilities, location, temperature, weather, lack of hydration, condition of participants, physical exertion, equipment, vehicular traffic and actions of others, including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the Activity. I, my children, and those in attendance with me acknowledge that we have carefully read this "Waiver and Release of Liability" and fully understand that it is a release of liability. I, my children, and those in attendance with me expressly agree to release and discharge Sports Kidz AZ Inc., and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and we agree to voluntarily give up or waive any right that we otherwise have to bring a legal action against Sports Kidz AZ Inc. for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Sports Kidz AZ Inc. and its agents, employees, partnering schools, and volunteers. In the event that I, my children, or those in attendance with me should require medical care or treatment, we agree to be financially responsible for any costs incurred as a result of such treatment. I, for myself, my children, and those in attendance with me am aware and understand that I should carry my own health insurance. In the event that any damage to equipment, facilities, or location occurs as a result of my, my children, or those who are in attendance with me's actions, neglect or recklessness, I



acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. This agreement was entered into at arms-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant(s), as listed below, and Sports Kidz AZ Inc. agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this "Waiver and Release of Liability" shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

#### PHOTO AND VIDEO WAIVER AND RELEASE:

Furthermore, I, my children, and those in attendance with me authorize and give unlimited and perpetual permission to Sports Kidz AZ Inc., their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns to take and use the likeness of myself, my children, and those in attendance with me in photographs and videos for any legal use, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content. I hereby irrevocably authorize Sports Kidz AZ Inc. to take, edit, alter, copy, exhibit, publish, and distribute any photos and videos of myself, my children, and those in attendance with me with the understanding that their likeness and voice will be used.

#### NO REFUND POLICY:

Sports Kidz AZ Inc. will not issue refunds for any and all program fees. This will hold true even in the case of cancellations of programming by Sports Kidz AZ Inc.

#### FORCE MAJEURE:

Sports AZ Inc. will not be held liable for any delays, cancelations, or, failures in performance of any parts of service from any cause outside of our control. This includes, but is not limited to acts of God, changes to law or regulations, war, natural disasters, inclement weather, national emergencies, state emergencies, local emergencies, health and wellness emergencies, and sickness, including but not limited to Coronaviruses and Flu viruses. We reserve the right to enforce our No Refund Policy in these cases.

#### RIGHT TO REFUSE SERVICE:

Sports Kidz AZ Inc reserves the right to refuse service to anyone within the full extent of the law.

#### PERSONAL PRIVACY AGREEMENT:

I acknowledge giving Sports Kidz AZ Inc permission to gather and use all information for myself, my children, and those in attendance with me.

I understand that this information will be used for the purposes of:

- Roster and class creation and management
- Services provided
- Payment processing
- Customer support
- Marketing and advertising communications
- Research and analysis



Sports Kidz AZ Inc their affiliates, managers, members, agents, partnering schools, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns are all given permission to see and use such information.

I, for myself, my children, and those in attendance with me acknowledge and give permission to Sports Kidz AZ Inc to use services and subscriptions to outside services such as, but not limited to online registration forms and payment processing services to gather our information. In the case that any of these services used has a data breach or release, Sports Kidz AZ Inc is not held liable.

**CONCLUSION OF ENTIRE AGREEMENT:**

In conclusion, I, my children, and those in attendance with me are willfully choosing to legally give our consent and authorization to all terms of this document by (a) signing the document below, and/or (b) selecting the online consent and authorization. By choosing the online consent through the online registration process I, myself, and those in attendance with me understand and acknowledge it is replacing the fillable portion of this form. I, my children, and those in attendance with me understand and accept that in consenting to these terms, any and all persons of legal consent are signing for themselves, and any and all minors within their care, including any visitors to the Activity, even if they are not listed below.

The remainder of this page is for in person consent only:

An online consent option is given during program registration.

Print Names of ALL Participants deemed Minors (below 18 years of age):

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Print Names of ALL Participants deemed of age of consent (18+ years of age):

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Signature (18+ participant): \_\_\_\_\_ Date: \_\_\_\_\_

Signature (18+ participant): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Parent/Guardian Name(s): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_